

**CITY OF REDLANDS
A.K. SMILEY PUBLIC LIBRARY
EXTERIOR IMPROVEMENTS**

RECEIVED

OCT 24 2002

**TILDEN-COIL
CONSTRUCTION**

CONTRACT

**BETWEEN
THE CITY OF REDLANDS
AND
"PRIME CONTRACTOR"
ACE REPOINTING SERVICE, INC.**

**CONTRACT FOR THE
CITY OF REDLANDS**

**A.K. SMILEY PUBLIC LIBRARY
EXTERIOR IMPROVEMENTS**

1. PARTIES AND DATE.

This Contract is made and entered into this 08 day of October, 2002, by and between the The City of Redlands (hereinafter called the "Owner") and **Ace Repointing Service, Inc.** (hereinafter called the "Contractor").

2. RECITALS.

2.1 The Owner is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose;

2.2 Contractor, in response to a Notice Inviting Bids issued by Owner on **July 3rd, 2002** has submitted a bid proposal for construction of one or more of the Bid Categories necessary to complete **A.K. Smiley Public Library Exterior Improvements** described in the Contract.

2.3 Owner has duly opened and considered the Contractor's bid proposal, and duly awarded the bid to Contractor in accordance with the Notice Inviting Bids and the other Bid Documents, and has given written notice to Contractor on **August 06, 2002**.

2.4 Contractor has obtained, and delivers concurrently herewith, Performance and Payment Bonds, the certification from the County Clerk verifying, Pursuant to Code of Civil Procedure Section 995.660, that the Payment Bond surety's certificate of authority has not been surrendered, revoked, canceled, annulled or suspended or, in the event that it has been suspended, that it has been renewed, and evidences of insurance coverage as required by the Contract.

3. TERMS.

3.1 Incorporation of Documents.

This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- a. Notice Inviting Bids
- b. Information to Bidders
- c. Contract Bid Forms
- d. Contract
- e. Contract Appendix
- f. Specifications (*under separate cover*)
- g. General Conditions
- h. Drawings (*under separate cover*)
- i. Scope of Work Summary (*under separate cover*)
- l. Performance Bond
Payment Bond
Drug-Free Workplace Certification
- m. Addendum No. 1 dated July 23, 2002.

3.2 Contractor's Basic Obligation.

Contractor promises and agrees, at its own cost and expense, to furnish to the Owner all labor, materials, tools, equipment, services, and incidental and customary work for the construction of **Bid Category #5 (as applies to repointing only)**. **Additional scope comments:**

- **Bid price based on 2,000 sf. Actual amount to be adjusted based on final footages and production level.**

and necessary to fully and adequately complete **A.K. Smiley Public Library Exterior Improvements**, including any alternates selected by the Owner, and all structures and facilities described in the Contract (hereinafter the "Work"), for a total of **Twenty-One Thousand Two Hundred Ten Dollars and No Cents (\$21,210.00)**, as specified in the Contract Bid Forms submitted by the Contractor in response to the above referenced Notice Inviting Bids. Such amount shall be subject to adjustment in accordance with the applicable terms of this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents.

3.3 Standard of Performance.

Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor further represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, and that such licenses and approvals shall be maintained throughout the term of this Contract.

3.4 Period of Performance.

Contractor shall perform and complete all Work under this Contract within **One Hundred, Twenty (120) Calendar Days**, beginning ten (10) Calendar Days after the date on which the Letter of Award is sent by the Owner to the Contractor. Moreover, Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, including but not limited the Project Schedule located in the Specifications.

Contractor agrees that liquidated damages will apply in the amount of **(Not Applicable) PER DAY** as provided by the applicable provisions of the General Conditions, found in Part "B" of the Contract Appendix, for each and every calendar day of delay beyond the Contract Time, beyond any completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule, or beyond the time indicated in the Project Schedule for any individual contract activity.

3.5 Owner's Basic Obligation.

Owner agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the Owner shall pay to Contractor, as full consideration for the satisfactory performance by the Contractor of the services and obligations required by this Contract, the above referenced compensation in accordance with compensation provisions set forth in the Contract.

3.6 Contractor's Labor Certification.

Contractor maintains that he is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose is enclosed with this Contract, and shall be executed simultaneously with this Contract.

3.7 Attorneys' Fees.

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Contract, the prevailing party in such action shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

3.8 Successors.

The parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract. Contractor may not either voluntarily or by action of law, assign any obligation assumed by Contractor hereunder without the prior written consent of the Owner.

3.9 Notices.

All notices hereunder and communications regarding interpretation of the terms of the Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

Contractor

Ace Repointing Service, Inc.
630 South Anderson Street
Los Angeles, California 90023
Attn: **Buck Freeman**
PRESIDENT (Title)

Surety

PERFORMANCE AND PAYMENT BONDS

WERE WAIVED

Attn: PER DAYNE BRASSARD

Owner

City of Redlands
A.K. Smiley Public Library
125 West Vine St.
Redlands, California 92373
Attn: Larry Burgess

With Copies To:

Tilden-Coil Constructors, Inc.
3612 Mission Inn Avenue
Riverside, CA 92501
Attn: Dayne Brassard, Project Manager

Any notice so given shall be considered received by the other party three (3) days after deposit in the U.S. Mail, first class postage prepaid, addressed to the party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

CONTRACTOR

Ace Repointing Service, Inc.

By:

Name: Buck Freeman

PRESIDENT
Title

CITY OF REDLANDS

By:

Name: Karl N. Haws, Mayor

Attest:

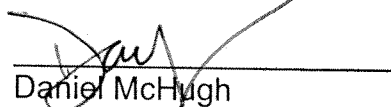
Lorrie Poyzer
Title: Lorrie Poyzer, City Clerk

Tax I.D. Number: 95-4165183

License: C29 - 525319

APPROVED AS TO FORM:

By:


Daniel McHugh
Counsel, City of Redlands

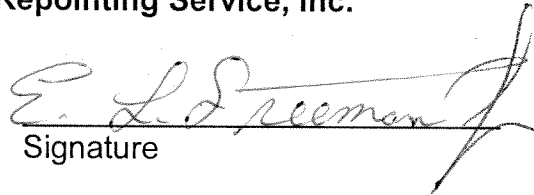
**CERTIFICATION
LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700 et seq. of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code. I agree to and will comply with such provisions before commencing the Work governed by this Contract.

CONTRACTOR:

Ace Repointing Service, Inc.

By:


Signature

Buck Freeman
Name

PRESIDENT
Title

10-14-02
Date

CONTRACT (EXHIBIT A)

ATTACHMENT NO. 1 TO AGREEMENT

BIDDER'S CERTIFICATE REGARDING WORKER'S COMPENSATION

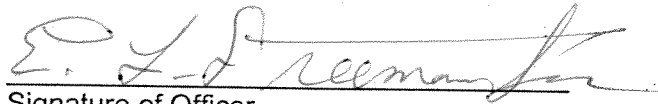
Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- A. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- B. By securing from the Director of Industrial Relations, a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations, of ability to self-insure and to pay any compensation that may become due to his employee.
- C. For all political subdivisions of the State, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the State itself), by securing from the Director of Industrial Relations, a certificate of consent to self-insure against workers' compensation claims which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before May 31, 1979, a political subdivision of the State, which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer, including sub-contractors, to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this Contract.

ACE REPOINTING SERVICE, INC.

Contractor


Signature of Officer

E.L. (BUCK) FREEMAN, JR.

Typed Name of Officer

ATTACHMENT NO. 2 TO AGREEMENT

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code, Section 8350 et. seg., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts.

In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions, which will be taken against employees for violations of the prohibition;
- B. Establishing a drug-free awareness program to inform employees about all of the following:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The person's or organization's policy of maintaining a drug-free (controlled substances, tobacco and alcohol) workplace.
 - 3. The availability of drug counseling, rehabilitation and employee-assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations.
- C. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (A.) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (A.) the prohibition of controlled substance at the workplace, (B.) establishing a drug-free awareness program, and (C.) requiring that each employee engaged in the performance of the contract be given a copy of the

statement required by Section 8355(A.) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the OWNER determines that I have either (A.) made a false certification herein, or (B.) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

10-14-02
Date

ACE REPOINTING SERVICE, INC.
Contractor

E. L. Freeman, Jr.
Signature of Officer

E.L. (BUCK) FREEMAN, JR.
Typed Name of Officer

This form should be sent to the Joint Apprenticeship Committee of the craft or trade in the area of the site of the public work. If you have any questions as to the address of the appropriate Joint Apprenticeship Committee, contact the nearest office of the Division of Apprenticeship Standards (DAS). Consult your telephone directory under California, State of, Industrial Relations, for the DAS office in your area.

PUBLIC WORKS CONTRACT AWARD INFORMATION

NAME OF CONTRACTOR	CONTRACTOR'S STATE LICENSE NO.
CONTRACTOR'S MAILING ADDRESS — NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME & LOCATION OF PUBLIC WORKS PROJECT	DATE OF CONTRACT AWARD
	DATE OF EXPECTED OR ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT	ESTIMATED NUMBER OF JOURNEYMEN HOURS

APPRENTICES		
OCCUPATION OF APPRENTICE	NUMBER TO BE EMPLOYED	APPROXIMATE DATES TO BE EMPLOYED

Check One Of The Boxes Below

Please Note: Your election of options below is not to be deemed a request for the immediate dispatch of apprentices. Contractors must make a separate request for actual dispatch.

- ☐ We will request dispatch of apprentice(s) for this job in accordance with Section 230.1 (A), California Code of Regulations. We voluntarily choose to comply with the applicable Joint Apprenticeship Committee Standards for the duration of this job only, with regard to training apprentices and to the payment of training contributions.
- Box 2 ☐ We will request dispatch of apprentice(s) for this job in accordance with Section 230.1 (A), California Code of Regulations, but do not agree to be bound by the applicable Joint Apprenticeship Committee Standards in training the apprentices; instead, we agree to employ and train apprentice(s) in accordance with the California Apprenticeship Council regulations, including Section 230.1 of the California Code of Regulations, governing employment of apprentices on public work projects.
- Box 3 ☐ We are already approved to train apprentices by the applicable Joint Apprenticeship Committee and we will employ and train under the Standards. We will request dispatch of apprentices for this job in accordance with Section 230.1 (A), California Code of Regulations.
- Box 4 ☐ We will not request the dispatch of apprentice(s) since apprentices are not required on this job under the provisions of California Labor Code Section 1777.5, because:

Signature _____

Typed Name _____

Title _____ Date _____

**California Apprenticeship
Council**

Please use a separate **form** for each jobsite, listing the occupations for the jobsite. One **check**, payable to the California Apprenticeship Council, may be submitted for all jobsites and/or occupations. Training fund contributions are **not accepted** by the California Apprenticeship Council for federal public works projects, or for non-apprenticeable occupations such as laborers, utility technicians, teamsters, etc.

CAC 2 (REV. 10/91)